

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

NET MANAGEMENT SERVICES, a Nevis  
limited liability company,

Plaintiff,

vs.

PERFECT 10, INC., a California corporation,  
and DOES 1-10, inclusive,

Defendants.

CASE NO.: 02-60585

CIV-DIMITROULEAS

NIGHT BOX  
FILED

APR 26 2002

CLERK'S OFFICE  
CLERK, SOUTHERN DISTRICT OF FLORIDA

**COMPLAINT FOR DECLARATORY RELIEF**

Plaintiff Net Management Services (“NMS”) alleges:

**Jurisdiction and Venue**

1. This is an action for declaratory relief pursuant to 28 U.S.C. § 2201, by which NMS seeks a declaration of its rights, and the rights of its clientele, arising under, *inter alia*, the Copyright Act, 17 U.S.C. § 101 *et seq.* and the Lanham Act, 15 U.S.C. § 1051 *et seq.* The amount in controversy is in excess of \$75,000. The Court therefore has jurisdiction over this Complaint pursuant to 28 U.S.C. § 1331.

2. NMS maintains its principal business offices in Fort Lauderdale, Florida, and is registered in Florida as a foreign entity doing business in Florida. The Defendant, Perfect 10, Inc. (“Perfect 10”) has sent communications threatening NMS with litigation arising from alleged violations by NMS – supposedly arising from NMS business operations conducted in Fort Lauderdale, Florida -- and others, of rights under the copyright and trademark laws, as well as state law. On information and belief, Perfect 10 conducts substantial business operations in

Florida, and maintains interactive web sites through which business transactions may be completely conducted from this District. Venue is therefore proper in this District pursuant to 28 U.S.C. § 1391(b), as Perfect 10 resides in this District, and as a substantial part of the events or omissions giving rise to the claims asserted herein arose in this District.

#### **The Parties**

3. NMS is a Nevis limited liability company, with its principal business offices in Fort Lauderdale, Florida.

4. On information and belief, Perfect 10 is a California corporation with offices in Los Angeles, California.

5. NMS is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 10, inclusive, and has commenced this action against such defendants by their fictitious names. NMS is informed and believes, and based thereon alleges, that each of the defendants named as DOES 1 through 10 was in some manner responsible for the acts complained of herein. NMS will amend this Complaint to allege such true names and capacities as soon as they are ascertained. All of the defendants named above, including DOES 1 through 10, are sometimes collectively referenced herein as "Defendants."

#### **The Current Dispute**

6. NMS is in the business of managing and marketing a network of adult-themed Internet web sites owned and operated by NMS clientele. NMS does not itself own or operate any web sites.

7. In addition, NMS owns, develops, maintains and stores an information database relating to the identity of tens of thousands of independent third party web masters, not clients of

NMS, who have agreements with NMS clients to send traffic from the third party web masters' own sites to NMS managed sites, through an NMS managed program called Traffic Cash Gold ("TFG"). The TFG program is sometimes referred to as an "affiliate" program.

8. The principal of Perfect 10, Norman Zadeh ("Zadeh"), has recently sent e-mails on behalf of Perfect 10 and to NMS, wrongfully accusing NMS and its clients of violating rights of Perfect 10, and/or others, under the copyright and trademark laws, as well as state law "rights of publicity." The e-mails were copied to litigation attorneys that have represented Perfect 10 in numerous other court actions filed by Perfect 10, and the e-mails contained threats of litigation. The wrongful accusations of copyright infringement, trademark infringement and violations of rights of publicity have been leveled against NMS, its clientele and third parties who participate in the TFG program. Perfect 10 has wrongfully accused NMS of having liability for unspecified alleged acts of infringement by NMS' clientele. Perfect 10 has wrongfully accused NMS and its clientele of having liability for unspecified acts of independent third parties who may be participating in the TFG program. NMS disputes these contentions, and contends that neither NMS nor its clientele have violated any rights that Perfect 10 has standing to assert, and that NMS and its clientele have no liability to Perfect 10 for any of the acts alleged in Perfect 10's communications threatening litigation. True and correct copies of Perfect 10's initial demand and NMS' response thereto are attached hereto as Exhibits "A" and "B", respectively, and are hereby incorporated by reference.

9. An actual and justiciable controversy has arisen between NMS and its clientele on the one hand, and Perfect 10, on the other, in that Perfect 10 contends, and NMS denies, that NMS and/or its clientele have violated the rights that Perfect 10 claims to have standing to assert

under the copyright law, trademark law and under state law "rights of publicity." As a result of Perfect 10's threats of civil liability, NMS' is in doubt of its rights surrounding Perfect 10's allegations.

10. NMS seeks a judicial declaration regarding its rights and the rights of its clientele with respect to Perfect 10's claims. Without limitation, NMS seeks a declaration that neither NMS nor its clientele have liability to Perfect 10 for any of the acts alleged in Perfect 10's communications threatening litigation. A declaration of rights between the parties by the Court at this time will enable the parties to resolve their current disputes, guide the parties in their business dealings and help prevent a multiplicity of actions.

11. Plaintiff has had to retain the undersigned counsel to represent its interests in the instant action and agreed to pay said counsel a reasonable fee for their services herein. Defendants are liable for said fees pursuant to 17U.S.C. § 505 and 15 U.S. C. § 1117.

#### **PRAYER**

For the foregoing reasons, NMS prays for a judgment including:

- A. A declaration regarding the parties' rights and duties, and specifically a declaration that neither NMS nor its clientele have liability to Perfect 10 for any of the acts alleged in Perfect 10's communications threatening litigation.
- B. Costs of suit;
- C. Attorneys' fees; and
- D. Such other and further relief as may be warranted by the evidence, and as the Court may deem just.

Dated: April 25<sup>th</sup>, 2002

Jay M. Spillane (Cal. Bar No. 126364)  
FOX & SPILLANE LLP  
1880 Century Park East, Suite 1114  
Los Angeles, California 90067  
Telephone: (310) 229-9300  
Facsimile: (310) 229-9380

Lee A. Weintraub (Fla. Bar No.: 940704)  
BECKER & POLIAKOFF, P.A.  
Post Office Box 9057  
Fort Lauderdale, FL 33310-9057  
954/985-4147 (BR); 954/985-4176 (Facsimile)  
305/944-2926 (Dade); 561/732-0803 (WPB)

By:   
Attorneys for Plaintiff, Net Management Services

*Lee A. Weintraub  
( Fla. Bar No. 940704 )*

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# **EXHIBIT "A"**

Steven W. Workman  
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**By U.S. Mail (Return Receipt Requested),  
Facsimile (954-564-5249 and 954-563-6714), and  
Electronic Mail to [sww@netmgt.com](mailto:sww@netmgt.com) and [sww@cnnccash.com](mailto:sww@cnnccash.com)**

Steven W. Workman and  
Joe Elkind  
Net Management Services  
Cybernet Entertainment Network  
NetVision Audiotext, Inc.  
I-Verification Systems  
2320 NE 9th Street  
Fort Lauderdale, FL 33304

Re: Infringements of Copyrights, Trademarks, and Rights of Publicity

Dear Mr. Workman and Mr. Elkind:

I am the founder and CEO of Perfect 10, Inc. ("Perfect 10"), the publisher of PERFECT 10® magazine. This letter shall serve as notice to you that the conduct of Net Management Services and its related entities (e.g., Cybernet Entertainment Network, NetVision Audiotext, Inc. and I-Verification Systems) (collectively, the "NMS Businesses"), both through websites owned, operated, controlled and/or managed by the NMS Businesses and through websites with which the NMS Businesses partner in connection with <TrafficCashGold.com> and <SexCheck.com> (collectively, the "NMS Businesses' Affiliated Websites"), constitutes a continuous and systematic infringement of Perfect 10's copyrights, trademarks, and rights of publicity. Further, based on these infringements and other illegal conduct, the NMS Businesses are in violation of the California Unfair Competition Law and the federal Racketeer Influenced and Corrupt Organizations Act ("RICO"). Perfect 10 hereby demands that the NMS Businesses cease immediately all infringing and otherwise illegal conduct, as set forth in this letter.

**Perfect 10's Intellectual Property Rights.**

Perfect 10 is the publisher of the adult entertainment magazine, PERFECT 10®. The Perfect 10 magazine has a circulation of over 90,000 copies per issue. Perfect 10 also owns the <perfect10.com> Internet website, which receives substantially in excess of 100,000 unique visitors per month. The Perfect 10 website is a subscription site; consumers are given access to content on the website in exchange for the payment of a membership fee.

**Copyrights.** Perfect 10's business consists of the design, layout, filming, production, marketing, and promotion of adult entertainment products, including photographs, magazines, video productions, and

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other arts. Some of these copyrighted works appear within the PERFECT 10® Magazine and on Perfect 10's website. Perfect 10 has invested, and continues to invest, substantial sums of money, as well as time, effort and creative talent, to produce its copyrighted works. Perfect 10 owns the copyrights for the photographs appearing in its magazines, website, calendars, and videos.

**Trademarks.** Perfect 10 and its predecessors have used the PERFECT 10® mark since 1991. Perfect 10 is the owner of United States trademark and service mark registrations for the PERFECT 10® mark, registration numbers 2,202,643 and 2,235,145. Perfect 10 is also the owner of the trademarks and service marks for the PERFECT 10® mark in foreign countries. Perfect 10 has spent millions of dollars advertising and promoting the PERFECT 10® mark and Perfect 10 products and services and has sold millions of dollars of products and services under the PERFECT 10® mark. Perfect 10 has built up and now owns valuable goodwill symbolized by the PERFECT 10® trademark.

**Rights of Publicity.** Perfect 10 regularly employs models in connection with the creation of its photographic works. As a regular part of Perfect 10's business, it secures assignments from its models of their rights of publicity in connection with these photographic works. These assignments are a valuable part of Perfect 10's business.

**The Illegal Conduct of the NMS Businesses**

As part of our investigation of the NMS Businesses and the NMS Businesses' Affiliated Websites, we have discovered numerous instances of infringements of Perfect 10's intellectual property rights. For example, the websites <truecelebs.com>, <secretceleb.com>, <celebticket.com>, and <rogerceleb.com> each contain numerous infringements of Perfect 10 copyrights and assigned rights of publicity. Moreover, some of these sites lure customers with promises of pictures of Perfect 10 models (e.g., <celebrityprincess.com/celebrityindex/Caneel\_Carswell.htm>, which then links to <truecelebs.com>). It also appears that the NMS Businesses and the NMS Businesses' Affiliated Websites generate customer business through (i) advertisements placed on and links established with websites that display literally hundreds of stolen Perfect 10 images (e.g., <czechmate.hpg.ig.com.br>); and (ii) advertisements placed on and links established with websites that are listed when a search is conducted on commercial Internet search engines using the names of Perfect 10 models (e.g., searching for "nude Caneel Carswell" in <google.com> results in <great-celebs.com.nu>, which then links directly to <celebrityprincess.com/celebrityindex/Caneel\_Carswell.htm>).

Our investigation has also revealed voluminous instances in which the NMS Businesses' Affiliated Websites infringe the rights of publicity and other intellectual property rights of third parties. For example, these websites contain or advertise pictures of celebrities, such as Britney Spears, Christina Aguilera, Anna Kournikova, Mariah Carey, Jamie Pressly, Kate Beckinsdale, Charlize Theron, Ashley Judd, Linda Blair, Melissa Joan Hart, Tiffani Amber Thiessen, Jessica Simpson, Demi Moore, Nicole Kidman, Katie Holmes, Sarah Michelle Gellar, Yasmine Bleeth, and Gwyneth Paltrow, to name a few. As is readily apparent, the use of any celebrity name or image by the NMS Businesses or on the NMS Businesses' Affiliated Websites is unauthorized.

It is well known that celebrities do not grant the right to use their names or images in connection with

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"adult content" websites such as those that are part of the NMS Businesses' Affiliated Websites.

Although there should be no doubt on this point, Perfect 10 has gathered -- as examples -- statements and declarations from numerous individual celebrities and their legal representatives that confirm the fact that celebrities do not authorize use of their names or images on these adult content websites. I enclose copies of statements and declarations with this letter that cover the following listed celebrities. Of course, this list of celebrities is not intended as a definitive list of all celebrities whose rights have been infringed by your actions. Instead, I identify these celebrities as representative of all celebrities and as proof that no celebrity content is authorized.

Alley Baggett	Jenna Elfman*M	Rebecca Gayheart
Alyssa Milano*M	Jennifer Lothrop	Roxanne Galla
Anna Marie Goddard	Jennifer Love Hewitt*M	Sara Spraker
Amy Weber	Jennifer Wood	Sharon Lawrence*M
Athena Massey*M	Jenya Lano	Stacy Sanches
Betsi Cox	Kathryne Dora Brown*M	Tamara Mello*M
Bobbi Billard	Kathy Ireland*M	Tori Spelling*M
Bobbie Brown	Kelly Le Brock*M	Traci Bingham
Britney Spears	Krista Allen	Tyne Daly*M
Brooke Johnson	Kristen Noelle	Tricia Wilds
Caprice Bourret	Laura Selway	Verina Wimmer
Catherine Zeta Jones*M	Lauren Hays	Victoria Zdrok
Christina Aguilera	Lisa Canning	Yasmeen Bleeth
Cindy Margolis	Lisa Marie Pressley*M	Yvette Nelson
Devin DeVasquez	Lora Lyn Petersen	
Dona Speir	Lorrie Menconi	
Helen Shaver*M	Magali Amado	
Holly Marie Combs*M	Marilyn McCoo*M	
Inna Baruskova	Mikla Archibald	
Jaime Pressly	Portia de Rossi*M	
Jane Krakowski	Rebecca Chaney	

The NMS Businesses' knowing participation and assistance in the display of unauthorized photographs of celebrities not only constitutes infringements of the rights of publicity and copyrights of third parties, but also constitutes violations of California's Unfair Competition Laws and the federal RICO Act, including the predicate act of criminal copyright infringement, for which Perfect 10 is entitled to relief. Making money based on infringing photographs that are "obtained" for free, while Perfect 10 pays for models, photographers, lighting, location, sets, and other expenses for its legitimate content, constitutes unfair competition; put more bluntly, this activity constitutes profiting from the sale of stolen property.

I Those celebrities designated by "M" are represented by Lin Milano, whose declaration is also enclosed with this letter.

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Any links by the NMS Businesses to the NMS Businesses' Affiliated Websites that do not have licenses or assignment of rights permitting them to post their material should be eliminated and any financial partnership by the NMS Businesses with these websites should be terminated, unless and until the owners of these sites provide evidence that they own the copyrights and rights of publicity to all of the photographs appearing on the sites. Under the circumstances here, all website owners who are affiliated with the NMS Businesses should be required to provide documentary evidence (such as copyright registrations, assignments of rights, and licenses) showing that they have the right to post the photographs that appear on their websites.

**Specific Demands Upon the NMS Businesses**

Perfect 10 demands that the NMS Businesses immediately do the following:

- Cease the display of material on websites that are part of the <TrafficCashGold.com> and <SexCheck.com> networks (and any other networks owned, controlled, operated, or managed by the NMS Businesses) that infringes Perfect 10's copyrights, trademarks, or rights of publicity, or, in the alternative, disable access to such websites.
- Cease the infringement of any third-party rights, such as the display of pictures of celebrities on websites that are part of the <TrafficCashGold.com> and <SexCheck.com> networks (and any other networks owned, controlled, operated, or managed by the NMS Businesses).
- Cease advertising on and otherwise linking with any website that displays material that infringes Perfect 10's rights (e.g., <czechmate.hpg.ig.com.br>).
- Cease advertising on and otherwise linking with any websites that use the names of Perfect 10 models in such a way that Internet customers are directed to those websites when conducting searches using the names of Perfect 10 models.
- Confirm, in writing, that the NMS Businesses will (i) comply with each of the above requests, and (ii) not display any of the infringing material described herein in the future.

Please contact me no later than April 29, 2002 to confirm the NMS Businesses' willingness to remedy the illegal conduct. If you have not responded by that time, I will be forced to assume that you have refused to cooperate in this matter and shall take whatever steps are necessary to preserve and protect Perfect 10's rights.

Nothing contained in this letter nor done pursuant hereto constitutes a waiver or compromise of, or otherwise affect, any rights or remedies of Perfect 10, including its right to seek redress in court for the

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NMS Businesses' violations of Perfect 10's rights, all of which rights and remedies are expressly reserved.

Sincerely,

Norman Zadeh, Ph.D

Enclosures

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# **EXHIBIT "B"**

>  
> I am the general counsel for Net Management Services, LLC ("NMS"). I have  
> received, and am responding to, the letter you addressed to me dated April  
> 9, 2002. While we are happy to cooperate with you with respect to any  
> property rights of Perfect 10, your letter contains many inaccurate  
> statements and unsupported contentions, and provides almost no information  
> that would enable us to conduct an investigation regarding any claimed  
> infringements of Perfect 10's rights.  
>  
> Net Management Services  
>  
> To begin, your letter evidences fundamental misconceptions about NMS and  
its  
> business. NMS is a Nevis LLC, with offices in Florida, which manages  
> Internet properties under contracts with the owners and operators of such  
> properties. NMS does not itself own or operate any web sites.  
>  
> With respect to the second sentence of your letter, Cyber Entertainment  
> Network is a trade name. Netvision Audiotext, Inc. was a Florida  
> corporation that has filed Articles of Dissolution with the Florida  
> Secretary of State. I-Verification Systems is a separate company with  
which  
> NMS has a management contract. There is no basis to lump a trade name and  
> the other two businesses together and refer to them, along with NMS, as  
"NMS  
> Businesses."  
>  
> You refer in the balance of the first paragraph to two web sites,  
> trafficcashgold.com and sexcheck.com. NMS does not own or operate either  
> site. NMS has no relationship with any third party that may have a  
contract  
> to provide traffic through trafficcashgold.com. NMS has no relationship  
> with any webmaster that links their content to sexcheck.com. For these  
> reasons, there is no basis for the phrase you have coined, "NMS  
Businesses'  
> Affiliates Websites."  
>  
> Sexcheck.com  
>  
> You say generally, without providing any information that we could use to  
> conduct an investigation, that this site is somehow connected with "a  
> continuous and systematic infringement of Perfect 10's copyrights,  
> trademarks and rights of publicity."  
>  
> Sexcheck.com is a property owned and operated by I-Verification Systems.  
> NMS manages the site under contract with I-Verification. As I am sure you  
> know, Sexcheck.com is an "adult verification service" site through which  
> participating third party webmasters may link their content. These web  
> masters represent and warrant to I-Verification that their content  
conforms  
> to the sexcheck.com terms of service. The sexcheck.com terms of service,  
> say, among other things, that:  
>  
> "You shall also be responsible for ensuring that materials

> posted on your site do not violate or infringe upon any laws, including  
but  
> not limited to 18 U.S.C. Section 2257, or the rights of any third party  
> (including, for example, copyrights, trademarks, privacy, or other  
personal  
> or proprietary rights), and ensuring that materials posted on your site  
are  
> not libelous or otherwise illegal."  
>  
> We are not aware of any violations by any webmaster participating in  
> sexcheck.com of any Perfect 10 rights. If any participating webmasters  
are  
> in fact violating your rights, they have done so without our knowledge or  
> consent. If you are aware of any such violations, please specifically  
> identify them so that we may investigate and take appropriate action.  
>  
> With respect to the copyright interests referred to in your letter, we are  
> not familiar with the body of images to which you may have rights, and  
> therefore do not recognize any images that may belong to Perfect 10. If  
you  
> know of any Perfect 10 images being displayed by participating  
sexcheck.com  
> web masters without your authority, please identify each such image by web  
> page and a description of the image so that we can follow up. We trust  
that  
> you will send such information directly to the participating webmaster as  
> well.  
>  
> In addition, the services of Mr. Steve Easton of APIC (Association for  
Protection of Internet Copyrights/ <http://www.a-w.org>) are utilized to  
> assist in the assessment and oversight of the Sexcheck.com webmaster sites  
> for copyright compliance, and any discovered infringements are promptly  
> removed.  
>  
> With regard to trademark rights, the images posted by the sexcheck.com  
> webmasters generally do not contain marks, and we have not seen any  
> photographs that bear the Perfect 10 mark. If you are aware of any images  
> using the Perfect 10 mark, please provide us with specific information as  
to  
> the location of any such mark, and contact the participating webmaster as  
> well.  
>  
> With regard to "rights of publicity," you devote a great deal of your  
letter  
> to the rights of "celebrities," some of whom you say purport to have  
> assigned certain rights to Perfect 10. Setting aside the legal questions  
we  
> have about the "celebrity" portion of your letter, which we would be happy  
> to discuss with your attorneys, this subject is not germane, as  
sexcheck.com  
> does not have any participating webmasters who maintain "celebrity" sites.  
> To our knowledge the sexcheck.com participating webmasters only display  
> images of models that have granted to that webmaster the necessary rights  
in

> and to that image. If you contend that any participating web master is  
> violating any rights of publicity Perfect 10 purports to hold by  
assignment,  
> we need to know specifically the names of the models involved and the  
> location of any supposedly infringing photographs. We will also need to  
see  
> a copy of the agreement by which Perfect 10 purports to hold the assigned  
> rights.  
>  
> Trafficcashgold.com  
>  
> You make similar, general, contentions with regard to trafficcashgold.com,  
> again without providing us with any information that we could use to  
conduct  
> an investigation.  
>  
> As a preliminary matter, your letter does not reflect awareness of the  
> substantial differences between trafficcashgold.com and sexcheck.com.  
> Traffic Cash Gold is simply the name for an Internet traffic program,  
> consisting of a series of agreements with independent third party  
> webmasters, by which the webmasters send traffic to sponsor sites, and  
agree  
> to observe the applicable Terms of Service, in exchange for payments. The  
> third parties that have agreements through Traffic Cash Gold, sometimes  
> called "affiliates," are not under NMS management, and NMS has no control  
> over the content maintained by the affiliate webmaster at their sites.  
The  
> affiliates display their content on their own sites; their content is not  
> displayed on or through any site under NMS management. The Traffic Cash  
> Gold affiliates number in the tens of thousands. NMS cannot reasonably  
> monitor all of their conduct. To the extent that any affiliate violates  
> their Terms of Service by posting infringing content, we usually become  
> aware of violation only after being contacted by a rights holder.  
>  
> Your letter mentions only one specific instance of infringement of Perfect  
> 10's rights by a company participating in the Traffic Cash Gold program,  
at  
> www.czeckmate.hpg.ig.com.br <<http://www.czeckmate.hpg.ig.com.br>>. After  
> receipt of your letter we looked at the site, and can see that some of the  
> pictures displayed have the "Perfect 10" mark. We have sent a demand to  
the  
> web master operating that site that they either take down all infringing  
> content from that site or suffer termination from the Traffic Cash Gold  
> program. We will apprise you of their response, and of any further action  
> we may take with respect to that web master.  
>  
> You make sweeping assertions that other third parties, supposedly  
> participants in the Traffic Cash Gold program, are infringing the rights  
of  
> a number of celebrities that you name in your letter. However, you did  
not  
> provide us with any information regarding the specific sites you content  
> contain unlawful content. We have not been contacted by representatives  
of

> any of the people mentioned in your letter, and we are not aware of any  
> sites owned by Traffic Cash Gold affiliates that infringe on the rights of  
> those people. Again, if you can provide us with the instances of  
supposedly  
> infringing conduct of which you are aware, as well as a copy of the forms  
of  
> assignment by which Perfect 10 purports to hold the rights of celebrities,  
> we can follow up.  
>  
> Celebrity Sites  
>  
> You say that several "celebrity" sites under NMS management -  
> truecelebs.com, secretceleb.com, celebticket.com, rogerceleb.com -- "each  
> contain numerous infringements of Perfect 10 copyrights and assigned  
rights  
> of publicity." It is difficult to believe that you actually looked at the  
> sites you mentioned before writing your letter. The domain names you list  
> resolve to a web site containing content that does not infringe upon any  
> rights of Perfect 10. The "celebrity" portion of that site contains  
> photographs of celebrities in public places, such as at movie premieres,  
and  
> stock photographs of celebrities in connection with short news features.  
> The balance of the site consists of licensed images of non-celebrity  
models.  
> There is therefore no basis for your contention that the sites are stocked  
> with infringing photographs. Moreover, as stated above, we have not been  
> contacted by any representatives of any of the people mentioned in your  
> letter regarding any alleged infringements of their rights.  
>  
> The only specific alleged infringement you identify relates to  
> celebrityprincess.com and Caneel Carswell. A third party, not under NMS  
> management, operates celebrityprincess.com. We do not see Caneel  
Carswell's  
> name or likeness using the URL you provided. If you can show us where her  
> name or likeness appears, as well as the assignment under which Perfect 10  
> purports to hold her rights, we will follow up as necessary.  
>  
> Conclusion  
>  
> We have already demanded that the owner of czechmate.com take down  
> any infringing material on the site you have mentioned. If you provide us  
> with the additional information we requested regarding Caneel Carswell, we  
> will follow up. If and when you provide us with other information  
regarding  
> alleged infringements of Perfect 10's rights, information that is specific  
> enough for us to act upon, we will conduct an appropriate investigation.  
In  
> the future, it would help us assist you if you would review the facts and  
be  
> prepared to identify actual instances of infringement before sending us  
> further demands for action.  
>  
> We trust that this satisfactorily resolves the issues raised in  
your

> letter.  
>  
> Sincerely,  
>  
> Steven W. Workman, Esq.  
> General Counsel  
>  
> Steven W. Workman, Esq.  
> General Counsel  
> -----  
> Net Management Services  
> -----  
> Marketing, Support, and Consulting Services  
> To E-Commerce Companies Worldwide  
> -----  
> IMPORTANT NOTICE: Privileged and/or confidential information, including  
> attorney-client communication and/or attorney work product may be  
contained  
> in this message. This message is intended only for the individual or  
> individuals to whom it is directed. If you are not an intended recipient  
of  
> this message (or responsible for delivery of this message to such person),  
> any dissemination, distribution or copying of this communication is  
strictly  
> prohibited and may be a crime. No confidentiality or privilege is waived  
or  
> lost by any misdirection of this message. If you received this message in  
> error, please immediately delete it and all copies of it from your system,  
> destroy any hard copies of it and notify the sender by return e-mail.  
>  
> -----  
> Name: winmail.dat  
> winmail.dat Type: application/ms-tnef  
> Encoding: base64

**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of entry in the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

NET MANAGEMENT SERVICES, a Nevis limited liability company

**02-60585**

**CIV-DIMITROULEAS**

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (BLOWN OUT)

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS AND TELEPHONE NUMBER)  
BECKER & POLIAKOFF, P.A.  
3111 Stirling Road  
Ft. Lauderdale, FL 33312

MAGISTRATE JUDGE  
JOHNSON

ATTORNEYS (IF KNOWN)

(d) CIRCLE COUNTY WHERE ACTION AROSE: DADE, MONROE, BROWARD, PALM BEACH, MARTIN, ST. LUCIE, INDIAN RIVER, OKEECHOBEE, HIGHLANDS, CLARENCE MADDOX

**II. BASIS OF JURISDICTION**

(PLACE AN "X" IN ONE BOX ONLY)

- |  |  |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)   |

**III. CITIZENSHIP OF PRINCIPAL PARTIES**

(For Diversity Cases Only)

	PTF	DEF	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

**IV. ORIGIN**

(PLACE AN "X" IN ONE BOX ONLY)

- |   |   |  |   |  |   |  |
|---|---|--|---|--|---|--|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | Transferred from <input type="checkbox"/> 5 another district (specify) | <input type="checkbox"/> 6 Multidistrict Litigation | Appeal to District Judge from <input type="checkbox"/> 7 Magistrate Judgment |
|---|---|--|---|--|---|--|

**V. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT	A TORTS	FORFEITURE/PENALTY	A BANKRUPTCY	A OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury Med Malpractice	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury Product Liability	<b>A PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input checked="" type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce/ICC Rates/etc
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers Liability	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans Excl. Veterans	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<b>A LABOR</b>	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 720 Labor Mgmt. Relations	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 892 Economic Stabilization Act
			<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 893 Environmental Matters
			<input type="checkbox"/> 791 Emp. Ret. Inc Security Act	<input type="checkbox"/> 894 Energy Allocation Act
				<input type="checkbox"/> 861 HIA 1995ff.
				<input type="checkbox"/> 862 Black Lung 1972
				<input type="checkbox"/> 863 DWIC DIWW 1905ff.
				<input type="checkbox"/> 864 SSID Title XVI
				<input type="checkbox"/> 865 RSI 1905ff.
				<b>FEDERAL TAX SUITS</b>
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
			<input type="checkbox"/> 871 IRS Third Party 26 USC 7609	<input type="checkbox"/> 950 Constitutionality of State Statutes
				<input type="checkbox"/> 890 Other Statutory Actions
				A OR B

**VI. CAUSE OF ACTION**

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE  
DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

LENGTH OF TRIAL  
via \_\_\_\_\_ days estimated (for both sides to try entire case)

17 U.S.C. § 101 et seq., 15 U.S.C. § 1051 et seq.

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION  
 UNDER F.R.C.P. 23

**DEMAND \$**

CHECK YES only if demanded in complaint:

**JURY DEMAND:**

YES  NO

**VIII. RELATED CASE(S)** (See instructions):  
IF ANY

JUDGE William P. Dimitrouleas

DOCKET NUMBER 01-6223-CIV

DATE

SIGNATURE OF ATTORNEY OF RECORD

4.25.02

by

P.E.M. Quinn (File No. 053-773)  
L. Lee W. W. (File No. 053-773)

FOR OFFICE USE ONLY

RECEIPT #25043

AMOUNT \$0

APPLYING IFFP

JUDGE

MAG. JUDGE